

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA

CHAPTER 13 PLAN  
AND RELATED MOTIONS

Name of Debtor(s): **Richard Gary Oliver  
Amy Lynn Oliver**

Case No: **19-34762**

This plan, dated **September 24, 2019**, is:

- ☒ the *first* Chapter 13 plan filed in this case.  
☐ a modified Plan, which replaces the  
☐ confirmed or ☐ unconfirmed Plan dated \_\_\_\_.

Date and Time of Modified Plan Confirmation Hearing:

Place of Modified Plan Confirmation Hearing:

The Plan provisions modified by this filing are:

Creditors affected by this modification are:

**1. Notices**

**To Creditors:**

**Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.**

**If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court.**

**(1) Richmond and Alexandria Divisions:**

**The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed.**

**(2) Norfolk and Newport News Divisions: a confirmation hearing will be held even if no objections have been filed.**

**(a) A scheduled confirmation hearing will not be convened when:**

- (1) an amended plan is filed prior to the scheduled confirmation hearing; or  
(2) a consent resolution to an objection to confirmation anticipates the filing of an amended plan and the objecting party removes the scheduled confirmation hearing prior to 3:00 pm on the last business day before the confirmation hearing.

**In addition, you may need to file a timely proof of claim in order to be paid under any plan.**

**The following matters may be of particular importance.**

**Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.**

A.	A limit on the amount of a secured claim, set out in Section 4.A which may result in a partial payment or no payment at all to the secured creditor	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
B.	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 8.A	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
C.	Nonstandard provisions, set out in Part 12	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included

**2. Funding of Plan.** The debtor(s) propose to pay the Trustee the sum of \$ **1,655.00** per **month** for **60** months.  
Other payments to the Trustee are as follows:

The total amount to be paid into the Plan is \$ 99,300.00.

**3. Priority Creditors.** The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.

**A. Administrative Claims under 11 U.S.C. § 1326.**

1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10% of all sums received under the plan.
2. Check one box:

☒ Debtor(s)' attorney has chosen to be compensated pursuant to the "no-look" fee under Local Bankruptcy Rule 2016-1(C)(1)(a) and (C)(3)(a) and will be paid \$ 5,139.00, balance due of the total fee of \$ 5,296.00 concurrently with or prior to the payments to remaining creditors.

☐ Debtor(s)' attorney has chosen to be compensated pursuant to Local Bankruptcy Rule 2016-1(C)(1)(c)(ii) and must submit applications for compensation as set forth in the Local Rules.

**B. Claims under 11 U.S.C. § 507.**

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid pursuant to 3.C below:

<u>Creditor</u>	<u>Type of Priority</u>	<u>Estimated Claim</u>	<u>Payment and Term</u>
County of Henrico	Taxes and certain other debts	224.67	Prorata 2 months
Department of the Treasury	Taxes and certain other debts	0.00	Prorata 0 months
Virginia Department of Taxatio	Taxes and certain other debts	321.98	Prorata 2 months

**C. Claims under 11 U.S.C. § 507(a)(1).**

The following priority creditors will be paid prior to other priority creditors but concurrently with administrative claims above.

<u>Creditor</u>	<u>Type of Priority</u>	<u>Estimated Claim</u>	<u>Payment and Term</u>
-NONE-			

**4. Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.**

**A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.**

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. **Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 4(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 5 of the Plan.** The following secured claims are to be "crammed down" to the following values:

<u>Creditor</u>	<u>Collateral</u>	<u>Purchase Date</u>	<u>Est. Debt Bal.</u>	<u>Replacement Value</u>
-NONE-				

**B. Real or Personal Property to be Surrendered.**

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay under §§ 362(a) and 1301(a) as to

the interest of the debtor(s), any co-debtor(s) and the estate in the collateral.

<u>Creditor</u>	<u>Collateral Description</u>	<u>Estimated Value</u>	<u>Estimated Total Claim</u>
<b>-NONE-</b>			

**C. Adequate Protection Payments.**

The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 4(D) and/or 7(B) of the Plan, as follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Adeq. Protection Monthly Payment</u>	<u>To Be Paid By</u>
<b>Bridgecrest</b>	<b>2007 BMW 3 Series 130000 miles</b>	<b>90.00</b>	<b>Trustee</b>
	<b>Location: 5124 Virgil Dr, Henrico VA 23231</b>		
<b>Sears</b>	<b>Refrigerator</b>	<b>15.00</b>	<b>Trustee</b>
	<b>Location: 5124 Virgil Dr, Henrico VA 23231</b>		
<b>Westcreek Fi</b>	<b>Living Room Set, Dining Room Set, &amp; Bedroom Set</b>	<b>40.00</b>	<b>Trustee</b>
	<b>Location: 5124 Virgil Dr, Henrico VA 23231</b>		
<b>Westcreek Fi</b>	<b>Living Room Set, 2 Mattress sets</b>	<b>40.00</b>	<b>Trustee</b>
	<b>Location: 5124 Virgil Dr, Henrico VA 23231</b>		

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 7(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

**D. Payment of Secured Claims on Property Being Retained (except those loans provided for in section 6 of the Plan):**

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, **whichever is less**, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. **Upon confirmation of the Plan, the valuation specified in sub-section A and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.**

<u>Creditor</u>	<u>Collateral</u>	<u>Approx. Bal. of Debt or "Crammed Down" Value</u>	<u>Interest Rate</u>	<u>Monthly Payment &amp; Est. Term</u>
<b>Bridgecrest</b>	<b>2007 BMW 3 Series 130000 miles</b>	<b>9,056.00</b>	<b>6.5%</b>	<b>214.76</b>
	<b>Location: 5124 Virgil Dr, Henrico VA 23231</b>			<b>48 months</b>
<b>Sears</b>	<b>Refrigerator</b>	<b>1,500.00</b>	<b>6.5%</b>	<b>45.97</b>
	<b>Location: 5124 Virgil Dr, Henrico VA 23231</b>			<b>36 months</b>
<b>Westcreek Fi</b>	<b>Living Room Set, Dining Room Set, &amp; Bedroom Set</b>	<b>4,917.00</b>	<b>6.5%</b>	<b>116.61</b>
	<b>Location: 5124 Virgil Dr, Henrico VA 23231</b>			<b>48 months</b>
<b>Westcreek Fi</b>	<b>Living Room Set, 2 Mattress sets</b>	<b>4,320.00</b>	<b>6.5%</b>	<b>102.45</b>
	<b>Location: 5124 Virgil Dr, Henrico VA 23231</b>			<b>48 months</b>

**E. Other Debts.**

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' principal residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 6 of the Plan.

**5. Unsecured Claims.**

- A. Not separately classified.** Allowed non-priority unsecured claims shall be paid pro rata from any distribution remaining after disbursement to allowed secured and priority claims. Estimated distribution is approximately 42 %. The dividend percentage may vary depending on actual claims filed. If this case were liquidated under Chapter 7, the debtor(s) estimate that unsecured creditors would receive a dividend of approximately 0 %.
- B. Separately classified unsecured claims.**

<u>Creditor</u>	<u>Basis for Classification</u>	<u>Treatment</u>
<b>-NONE-</b>		

**6. Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Principal Residence; Other Long Term Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).**

**A. Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee.** The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement. A default on the regular contract payments on the debtor(s) principal residence is a default under the terms of the plan.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Arrearage Interest Rate</u>	<u>Estimated Cure Period</u>	<u>Monthly Arrearage Payment</u>
<b>Freedom Mortgage Corporation</b>	<b>5124 Virgil Dr Henrico, VA 23231 Henrico County Real Estate</b>	<b>2,359.73</b>	<b>18,000.00</b>	<b>0%</b>	<b>18months</b>	<b>Prorata</b>

- B. Trustee to make contract payments and cure arrears, if any.** The Trustee shall pay the creditors listed below the regular contract monthly payments that come due during the period of this Plan, and pre-petition arrearages on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Interest Rate on Arrearage</u>	<u>Monthly Payment on Arrearage &amp; Est. Term</u>
<b>-NONE-</b>					

- C. Restructured Mortgage Loans to be paid fully during term of Plan.** Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Interest Rate</u>	<u>Estimated Claim</u>	<u>Monthly Payment &amp; Term</u>
<b>-NONE-</b>				

**7. Unexpired Leases and Executory Contracts.** The debtor(s) move for assumption or rejection of the executory contracts, leases and/or timeshare agreements listed below.

- A. Executory contracts and unexpired leases to be rejected.** The debtor(s) reject the following executory contracts:

<u>Creditor</u>	<u>Type of Contract</u>
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Creditor  
-NONE-

Type of Contract

- B. Executory contracts and unexpired leases to be assumed.** The debtor(s) assume the following executory contracts. The debtor(s) agree to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

Creditor	Type of Contract	Arrearage	Monthly Payment for	Estimated Cure Period
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-NONE-

**8. Liens Which Debtor(s) Seek to Avoid.**

- A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f).** The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. **Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien.** If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

Creditor	Collateral	Exemption Basis	Exemption Amount	Value of Collateral
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-NONE-

- B. Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f).** The debtor(s) have filed or will file and serve separate adversary proceedings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

Creditor	Type of Lien	Description of Collateral	Basis for Avoidance
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-NONE-

**9. Treatment and Payment of Claims.**

- All creditors must timely file a proof of claim to receive any payment from the Trustee.
- If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
- If a claim is listed in the Plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
- The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.
- If relief from the automatic stay is ordered as to any item of collateral listed in the plan, then, unless otherwise ordered by the court, all payments as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.
- Unless otherwise ordered by the Court, the amount of the creditor's total claim listed on the proof of claim controls over any contrary amounts listed in the plan.

- 10. Vesting of Property of the Estate.** Property of the estate shall revert in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not transfer, sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.

- 11. Incurrence of indebtedness.** The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, whether unsecured or secured, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.

**12. Nonstandard Plan Provisions**

■ None. If "None" is checked, the rest of Part 12 need not be completed or reproduced.

Dated: September 24, 2019

/s/ Richard Gary Oliver  
Richard Gary Oliver  
Debtor 1

/s/ Keith A. Pagano, Esq.  
Keith A. Pagano, Esq. 47845  
Debtors' Attorney

/s/ Amy Lynn Oliver  
Amy Lynn Oliver  
Debtor 2

By filing this document, the Attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in the Local Form Plan, other than any nonstandard provisions included in Part 12.

**Exhibits: Copy of Debtor(s)' Budget (Schedules I and J); Matrix of Parties Served with Plan**

Certificate of Service

I certify that on September 24, 2019, I mailed a copy of the foregoing to the creditors and parties in interest on the attached Service List.

/s/ Keith A. Pagano, Esq.  
Keith A. Pagano, Esq. 47845  
Signature

4510 S. Laburnum Ave  
Richmond, VA 23231  
Address

(804) 447-1002  
Telephone No.

CERTIFICATE OF SERVICE PURSUANT TO RULE 7004

I hereby certify that on September 24, 2019 true copies of the forgoing Chapter 13 Plan and Related Motions were served upon the following creditor(s):

- ☐ by first class mail in conformity with the requirements of Rule 7004(b), Fed.R.Bankr.P.; or  
☐ by certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

/s/ Keith A. Pagano, Esq.  
Keith A. Pagano, Esq. 47845

Fill in this information to identify your case:

Debtor 1 Richard Gary Oliver

Debtor 2 Amy Lynn Oliver  
(Spouse, if filing)

United States Bankruptcy Court for the: EASTERN DISTRICT OF VIRGINIA

Case number 19-34762  
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

## Official Form 106I

### Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Employment

		Debtor 1	Debtor 2 or non-filing spouse
<b>1. Fill in your employment information.</b>  If you have more than one job, attach a separate page with information about additional employers.  Include part-time, seasonal, or self-employed work.  Occupation may include student or homemaker, if it applies.	<b>Employment status</b>	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Not employed	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Not employed
	<b>Occupation</b>	<u>Foreman</u>	<u>Paralegal</u>
	<b>Employer's name</b>	<u>Street &amp; Branch, Inc</u>	<u>MG Law</u>
	<b>Employer's address</b>	<u>9 Chuckatuck Ave Richmond, VA 23224</u>	<u>1802 Bayberry Court Suite 200 Richmond, VA 23226</u>
	<b>How long employed there?</b>	<u>9 years</u>	<u>3 Years</u>

#### Part 2: Give Details About Monthly Income

**Estimate monthly income as of the date you file this form.** If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. <b>List monthly gross wages, salary, and commissions</b> (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	\$ <u>6,053.88</u>	\$ <u>5,728.90</u>
3. <b>Estimate and list monthly overtime pay.</b>	+\$ <u>0.00</u>	+\$ <u>0.00</u>
4. <b>Calculate gross income.</b> Add line 2 + line 3.	\$ <u>6,053.88</u>	\$ <u>5,728.90</u>

Debtor 1 **Richard Gary Oliver**  
Debtor 2 **Amy Lynn Oliver**

Case number (if known) **19-34762**

	For Debtor 1	For Debtor 2 or non-filing spouse
Copy line 4 here	4. \$ <b>6,053.88</b>	\$ <b>5,728.90</b>
<b>5. List all payroll deductions:</b>		
5a. Tax, Medicare, and Social Security deductions	5a. \$ <b>1,639.43</b>	\$ <b>857.26</b>
5b. Mandatory contributions for retirement plans	5b. \$ <b>0.00</b>	\$ <b>0.00</b>
5c. Voluntary contributions for retirement plans	5c. \$ <b>191.36</b>	\$ <b>200.00</b>
5d. Required repayments of retirement fund loans	5d. \$ <b>0.00</b>	\$ <b>0.00</b>
5e. Insurance	5e. \$ <b>0.00</b>	\$ <b>1,180.74</b>
5f. Domestic support obligations	5f. \$ <b>0.00</b>	\$ <b>0.00</b>
5g. Union dues	5g. \$ <b>0.00</b>	\$ <b>0.00</b>
5h. Other deductions. Specify: <b>HSA</b>	5h.+ \$ <b>0.00</b>	\$ <b>200.00</b>
<b>STD</b>	\$ <b>0.00</b>	\$ <b>29.90</b>
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6. \$ <b>1,830.79</b>	\$ <b>2,467.90</b>
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7. \$ <b>4,223.09</b>	\$ <b>3,261.00</b>
<b>8. List all other income regularly received:</b>		
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a. \$ <b>0.00</b>	\$ <b>0.00</b>
8b. Interest and dividends	8b. \$ <b>0.00</b>	\$ <b>0.00</b>
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c. \$ <b>0.00</b>	\$ <b>0.00</b>
8d. Unemployment compensation	8d. \$ <b>0.00</b>	\$ <b>0.00</b>
8e. Social Security	8e. \$ <b>0.00</b>	\$ <b>0.00</b>
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify:	8f. \$ <b>0.00</b>	\$ <b>0.00</b>
8g. Pension or retirement income	8g. \$ <b>0.00</b>	\$ <b>0.00</b>
8h. Other monthly income. Specify:	8h.+ \$ <b>0.00</b>	\$ <b>0.00</b>
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9. \$ <b>0.00</b>	\$ <b>0.00</b>
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10. \$ <b>4,223.09</b>	\$ <b>3,261.00</b>
11. State all other regular contributions to the expenses that you list in <i>Schedule J</i> . Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in <i>Schedule J</i> . Specify:	11. +\$ <b>0.00</b>	
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the <i>Summary of Schedules</i> and <i>Statistical Summary of Certain Liabilities and Related Data</i> , if it applies	12. \$ <b>7,484.09</b>	
<b>Combined monthly income</b>		
13. Do you expect an increase or decrease within the year after you file this form?		
<input checked="" type="checkbox"/> No.		
<input type="checkbox"/> Yes. Explain:		



Fill in this information to identify your case:

Debtor 1 Richard Gary Oliver

Debtor 2 Amy Lynn Oliver  
(Spouse, if filing)

United States Bankruptcy Court for the: EASTERN DISTRICT OF VIRGINIA

Case number 19-34762  
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

## Official Form 106J

### Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Your Household

1. Is this a joint case?

☐ No. Go to line 2.

☒ Yes. Does Debtor 2 live in a separate household?

☒ No

☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household* of Debtor 2.

2. Do you have dependents? ☐ No

Do not list Debtor 1 and Debtor 2.

☒ Yes. Fill out this information for each dependent.....

Do not state the dependents names.

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

Daughter

15

☐ No

☒ Yes

Son

17

☐ No

☒ Yes

☐ No

☐ Yes

☐ No

☐ Yes

3. Do your expenses include expenses of people other than yourself and your dependents? ☒ No ☐ Yes

#### Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 2,359.00

If not included in line 4:

4a. Real estate taxes

4a. \$ 0.00

4b. Property, homeowner's, or renter's insurance

4b. \$ 0.00

4c. Home maintenance, repair, and upkeep expenses

4c. \$ 150.00

4d. Homeowner's association or condominium dues

4d. \$ 8.33

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ 0.00

Debtor 1 **Richard Gary Oliver**  
Debtor 2 **Amy Lynn Oliver**

Case number (if known) **19-34762**

<b>6. Utilities:</b>		
6a. Electricity, heat, natural gas	6a. \$	<b>300.00</b>
6b. Water, sewer, garbage collection	6b. \$	<b>0.00</b>
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$	<b>250.00</b>
6d. Other. Specify: <b>Cellular Phone(s) (4)</b>	6d. \$	<b>400.00</b>
<b>Trash Removal</b>		\$ <b>26.00</b>
<b>7. Food and housekeeping supplies</b>	7. \$	<b>900.00</b>
<b>8. Childcare and children's education costs</b>	8. \$	<b>160.00</b>
<b>9. Clothing, laundry, and dry cleaning</b>	9. \$	<b>50.00</b>
<b>10. Personal care products and services</b>	10. \$	<b>300.00</b>
<b>11. Medical and dental expenses</b>	11. \$	<b>150.00</b>
<b>12. Transportation.</b> Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$	<b>350.00</b>
<b>13. Entertainment, clubs, recreation, newspapers, magazines, and books</b>	13. \$	<b>150.00</b>
<b>14. Charitable contributions and religious donations</b>	14. \$	<b>0.00</b>
<b>15. Insurance.</b> Do not include insurance deducted from your pay or included in lines 4 or 20.		
15a. Life insurance	15a. \$	<b>17.00</b>
15b. Health insurance	15b. \$	<b>0.00</b>
15c. Vehicle insurance	15c. \$	<b>170.00</b>
15d. Other insurance. Specify:	15d. \$	<b>0.00</b>
<b>16. Taxes.</b> Do not include taxes deducted from your pay or included in lines 4 or 20. Specify:		
	16. \$	<b>0.00</b>
<b>17. Installment or lease payments:</b>		
17a. Car payments for Vehicle 1	17a. \$	<b>0.00</b>
17b. Car payments for Vehicle 2	17b. \$	<b>0.00</b>
17c. Other. Specify: <b>Anticipated Replacement Vehicle</b>	17c. \$	<b>425.00</b>
17d. Other. Specify:	17d. \$	<b>0.00</b>
<b>18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).</b>		
	18. \$	<b>0.00</b>
<b>19. Other payments you make to support others who do not live with you.</b>		
	\$	<b>0.00</b>
Specify:		
<b>19.</b>		
<b>20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.</b>		
20a. Mortgages on other property	20a. \$	<b>0.00</b>
20b. Real estate taxes	20b. \$	<b>0.00</b>
20c. Property, homeowner's, or renter's insurance	20c. \$	<b>0.00</b>
20d. Maintenance, repair, and upkeep expenses	20d. \$	<b>0.00</b>
20e. Homeowner's association or condominium dues	20e. \$	<b>0.00</b>
<b>21. Other:</b> Specify: <b>Contingencies</b>		
	21. +\$	<b>125.00</b>
<b>Pets</b>	+\$	<b>1.00</b>
<b>22. Calculate your monthly expenses</b>		
22a. Add lines 4 through 21.	\$	<b>6,291.33</b>
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2	\$	
22c. Add line 22a and 22b. The result is your monthly expenses.	\$	<b>6,291.33</b>
<b>23. Calculate your monthly net income.</b>		
23a. Copy line 12 (your combined monthly income) from Schedule I.	23a. \$	<b>7,484.09</b>
23b. Copy your monthly expenses from line 22c above.	23b. -\$	<b>6,291.33</b>
23c. Subtract your monthly expenses from your monthly income. The result is your <i>monthly net income</i> .	23c. \$	<b>1,192.76</b>
<b>24. Do you expect an increase or decrease in your expenses within the year after you file this form?</b> For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?		
<input checked="" type="checkbox"/> No.		
<input type="checkbox"/> Yes. Explain here:		

Acceptance Now  
Attn: Bankruptcy  
5501 Headquarters Drive  
Plano, TX 75024

Alteon Health  
PO Box 826481  
Philadelphia, PA 19182

American Eagle  
PO 105980  
Atlanta, GA 30353

Ashley Furniture Homestore  
One Ashley Way  
Arcadia, WI 54612

Avant  
Attn: Bankruptcy  
Po Box 9183380  
Chicago, IL 60691

BB&T  
PO 200  
Wilson, NC 27894

BCC Financial Mgmt Services  
3230 W. Commercial Blvd  
Suite 200  
Fort Lauderdale, FL 33309

Bridgecrest  
Attn: Bankruptcy  
7300 E Hampton Ave, Ste 100  
Mesa, AZ 85209

Capital One  
Attn: Bankruptcy  
Po Box 30285  
Salt Lake City, UT 84130

Capital One  
P.O. Box 85015  
Richmond, VA 23285-5015

Capital One / Saks F  
Attn: Bankruptcy  
Po Box 30285  
Salt Lake City, UT 84130

Capital One Services  
Payment Remittance  
11013 West Broad St. Rd.  
Glen Allen, VA 23060-0001

CardWorks  
101 Crossways Park West  
Woodbury, NY 11797

Celtic Bank/Indigo  
P.O Box 205458  
Dallas, TX 75320

Citibank North America  
Citibank Corp/Centralized Bankruptcy  
Po Box 790034  
St Louis, MO 63179

Commonwealth Radiology  
1508 Willow Lawn Drive  
Suite 117  
Richmond, VA 23230

Continental Finance Co  
Po Box 8099  
Newark, DE 19714

County of Henrico  
Department of Finance  
P.O. Box 90775  
Richmond, VA 23273-0775

Credit One Bank  
Attn: Bankruptcy Department  
Po Box 98873  
Las Vegas, NV 89193

Credit Service Company  
Attn: Bankruptcy  
Po Box 1120  
Colorado Springs, CO 80901

Department of the Treasury  
Internal Revenue Service  
PO Box 7346  
Philadelphia, PA 19101-7346

Emergency Medicine Associates  
20010 Century Boulevard  
Suite 200  
Germantown, MD 20874

Fingerhut  
Attn: Bankruptcy  
Po Box 1250  
Saint Cloud, MN 56395

First Electronic Bank  
Attn: Bankruptcy  
Po Box 521271  
Salt Lake City, UT 84152

Ford Motor Credit  
c/o Randolph, Boyd, Cherry  
13 East Main Street  
Richmond, VA 23219

Freedom Mortgage Corporation  
Attn: Bankruptcy  
Po Box 50428  
Indianapolis, IN 46250

Gastrointestinal Specialists  
2369 Staples Mill Road  
Suite 200  
Richmond, VA 23230

Genesis Bc/Celtic Bank  
Attn: Bankruptcy  
Po Box 4477  
Beaverton, OR 97076

Genesis FS Card  
PO Box 4477  
Beaverton, OR 97076

Henrico Cardiology Associates  
7702 E. Parham Rd. #106  
MOB III  
Henrico, VA 23294

James River Neonatology  
P.O. Box 70669  
Richmond, VA 23255

James River Obstetrics  
7101 Jahnke Road  
Suite 280  
Richmond, VA 23225

Jared Galleria Of Jewelry  
P.O. Box 740425  
Cincinnati, OH 45274-0425

JC Penny  
PO 27570  
Albuquerque, NM 87125

Kay Jewelers  
Va. Ctr. Commons Space #752  
10101 Brook Road  
Glen Allen, VA 23060

Kohls/Capital One  
Attn: Bankruptcy  
Po Box 30285  
Salt Lake City, UT 84130

Labcorp  
PO Box 2240  
Burlington, NC 27215

Lendup Card Services  
Attn: Bankruptcy Dept  
237 Kearny St #197  
San Francisco, CA 94108

Lincoln Automotive Finan  
Attn: Bankruptcy  
Po Box 542000  
Omaha, NE 68154

LVNV Funding/Resurgent Capital  
Attn: Bankruptcy  
Po Box 10497  
Greenville, SC 29603

Marshall Brothers Towing & Rec  
4839 Waller Road  
Richmond, VA 23230

MCV Hospital  
MCV Box 462  
Richmond, VA 23298-0462

MCV Physicians  
1601 Willow Lawn Drive  
Suite 275  
Richmond, VA 23230-3422

Memorial Regional Med Cen  
PO Box 409601  
Atlanta, GA 30384-9601

Merrick Bank/CardWorks  
Attn: Bankruptcy  
Po Box 9201  
Old Bethpage, NY 11804

Nguyen Law Firm  
100 Arbor Oak Drive  
Suite 206  
Ashland, VA 23005

OneMain Financial  
Attn: Bankruptcy  
601 Nw 2nd Street  
Evansville, IN 47708

Parrish and Lebar  
5 E. Franklin Street  
Richmond, VA 23219

Patient First  
8110 Midlothian Tpke  
Richmond 23235

Phoenix Financial Serv  
Attn: Bankruptcy  
Po Box 361450  
Indianapolis, IN 46236

Phoenix Financial Services. Llc  
Attn: Bankruptcy  
Po Box 361450  
Indianapolis, IN 46236

Primedoc of Richmond, PC  
P.O. Box 60446  
Charlotte, NC 28260-0446

Professional Recovery Associat  
P.O. Box 215  
Levittown, NY 11756

Radiology Associates  
of Richmond  
P.O.Box 13343  
Richmond, VA 23225

Receivable Management Inc  
7206 Hull Rd  
Ste 211  
Richmond, VA 23235

Resurgent Capital Funding  
POB 10587  
Greenville, SC 29603

Sears  
13200 Smith Road  
Cleveland, OH 44130-7802

Shafer Law Firm  
2000 RiverEdge Parkway  
Suite 590  
Atlanta, GA 30328

St Mary's Hospital  
5801 Bremon Rd  
Richmond, VA 23226



Sterling Jewelers/Kay Jewelers  
Attn: Bankruptcy  
375 Ghent Rd  
Akron, OH 44333

Synco Bank/American Eagle  
Attn: Bankruptcy  
Po Box 965060  
Orlando, FL 32896

Synchrony Bank/ JC Penneys  
Attn: Bankruptcy  
Po Box 956060  
Orlando, FL 32896

Synchrony Bank/Walmart  
Attn: Bankruptcy  
Po Box 965060  
Orlando, FL 32896

Target  
Attn: Bankruptcy  
Po Box 9475  
Minneapolis, MN 55440

Tmobile  
PO Box 660252  
Dallas, TX 75266

United Consumers Inc  
Attn: Bankruptcy Dept  
Po Box 4466  
Woodbridge, VA 22192

United Consumers, Inc.  
P.O. Box 4466  
Woodbridge, VA 22194

US Attorney  
919 E. Main Street  
Floor 19  
Richmond, VA 23219

Virginia Department of Taxation  
PO Box 2156  
Richmond, VA 23218

Virginia Eye Institute  
400 Westhampton Station  
Richmond, VA 23226

Virginia Womens Center  
ATTN# 13050C  
PO Box 14000  
Belfast, ME 04915

Walmart  
702 S.W 8th St  
Bentonville, AR 72716

Westcreek Fi  
Attn: Bankruptcy  
Po Box 5518  
Glen Allen, VA 23058